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INTERSTATE COMMERCE COMMISSION

INDENTURE SUPPLEMENT NO. 1  
(Solvay Polymers Equipment Trust 1994)

INDENTURE SUPPLEMENT No. 1 (Solvay Polymers Equipment Trust 1994) dated July 15, 1994 of WILMINGTON TRUST COMPANY, not in its individual capacity but solely as owner trustee (herein called the "Owner Trustee") under the Trust Agreement (Solvay Polymers Equipment Trust 1994) dated as of June 1, 1994 (herein called the "Trust Agreement"), between the Owner Trustee and the Owner Participant named therein.

W I T N E S S E T H :

WHEREAS, the Trust Indenture and Security Agreement (Solvay Polymers Equipment Trust 1994) dated as of June 1, 1994 (herein called the "Indenture") between the Owner Trustee and Shawmut Bank Connecticut, National Association, as Indenture Trustee (herein called the "Indenture Trustee"), provides for the execution and delivery of a supplement thereto substantially in the form hereof which shall particularly describe the Equipment (such term and other defined terms in the Indenture being herein used with the same meanings) and any Replacement Equipment included in the Trust Indenture Estate, and shall specifically mortgage such Equipment, or Replacement Equipment, as the case may be, to the Indenture Trustee.

WHEREAS, the Indenture relates to the Equipment described in Schedule A hereto and a counterpart of the Indenture is attached hereto and made a part hereof and this Indenture Supplement, together with such counterpart of the Indenture, is being filed for recordation on the date hereof with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 and deposited with The Office of the Registrar General of Canada pursuant to Section 90 of the Railway Act of Canada as one document.

NOW, THEREFORE, This Supplement Witnesseth that, to secure the prompt payment of the principal of and Make Whole Premium Amount, if any, and interest on, and all other amounts due with respect to, all Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture and in the Participation Agreement and the other Operative Documents for the benefit of the Noteholders and the Note Purchasers and in the Notes contained, and the prompt payment of all amounts from time to time owing under the Participation Agreement and the other Operative Documents by the Owner Trustee and the Lessee and under the Guaranty by the Guarantor and the prompt payment of all amounts from time to time owing by the Owner Participant under Section 9.3(c) of the Participation Agreement, in each case, to the Note Purchasers and/or the Noteholders, and for the uses and purposes and subject

to the terms and provisions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture, and of the acceptance of the Notes by the holders thereof, and of the sum of \$1 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Note Purchasers and the Noteholders from time to time, in the trust created by the Indenture, a security interest in and mortgage Lien on all estate, right, title and interest of the Owner Trustee in, to and under the following described property:

(a) all of the units of property and equipment described in Schedule A hereto;

(b) all accessories, equipment, appliances, parts and appurtenances of whatever nature appertaining or attached to any units of property and equipment described in Schedule A hereto, whether now owned or hereafter acquired by the Owner Trustee;

(c) all substitutions, renewals or replacements of the property and equipment described in Schedule A hereto and all property which shall hereafter become physically attached to or incorporated in such property or equipment, whether the same are now owned or hereafter acquired by the Owner Trustee.

As further security for the obligations referred to above and secured by the Indenture and hereby, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Note Purchasers and the Noteholders from time to time, in the trust created by the Indenture, all of the estate, right, title and interest of the Owner Trustee in to and under the Lease Supplement No. 1 of even date herewith (other than Excepted Payments, if any) covering the property described in Schedule A hereto.

TO HAVE AND TO HOLD all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, for the benefit and security of the Note Purchasers and the Noteholders from time to time for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of the Indenture, and the Indenture is hereby incorporated by reference herein and is hereby ratified; approved and confirmed.

This Supplement is being delivered in the State of New York.

AND, FURTHER, the Owner Trustee hereby acknowledges that all Items of Equipment referred to in this Supplement and the aforesaid Lease Supplement have been delivered to the Owner Trustee and are included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge and mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Supplement to be duly executed by one of its officers thereunto duly authorized on the day and year first above written.

WILMINGTON TRUST COMPANY,  
not in its individual  
capacity but solely as  
Owner Trustee

By

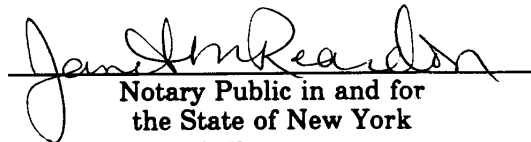
Title:

  
V.P.

[ICC ACKNOWLEDGMENT]

STATE OF NEW YORK §  
COUNTY OF NEW YORK §

On this 12th day of July, 1994, before me personally appeared Emmett R. Harmon, to me known, who, being by me duly sworn, did depose and say that he resides at No. 106 W. Sutton Place, Wilmington, DE; that he is a Vice President of WILMINGTON TRUST COMPANY, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

  
Notary Public in and for  
the State of New York

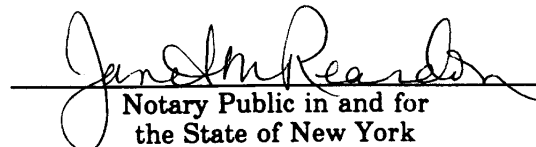
My Commission Expires:

JANET M. REARDON  
Notary Public, State of New York  
No. 5004863  
Qualified in New York County  
Commission Expires November 23, 1994

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF NEW YORK §  
COUNTY OF NEW YORK §

On this 12th day of July, 1994, before me personally appeared Emmett R. Harmon, to me personally known, being by me duly sworn, says that he is a Vice President of WILMINGTON TRUST COMPANY (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors on May 5, 1994 and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.

  
Notary Public in and for  
the State of New York

My Commission Expires:

JANET M. REARDON  
Notary Public, State of New York  
No. 5004863  
Qualified in New York County  
Commission Expires November 23, 1994

SCHEDULE A  
to  
Indenture Supplement

DESCRIPTION OF EQUIPMENT

174 Center Flow® covered hopper rail cars of 5800 cubic foot capacity initialled ELTX and numbered 3000 through 3005, 3007, 3008, 3010 through 3028, 3031 through 3033, 3035, 3037 through 3050, 3053 through 3056, 3058, 3059, 3061, 3063 through 3070, 3072 through 3080, 3083 through 3085, 3088 through 3121, 3123 through 3129, 3132 through 3135, 3137 through 3142, 3144, 3146 through 3164, 3166, 3170, 3171, 3173, 3177 through 3181, 3183, 3184, 3186 through 3188, 3190, 3192, 3199, 3204, 3205, 3208, 3209, 3213, 3214, 3216, 3227, 3230, 3233, 3235, and 3237 through 3239, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.